

CAO 86618

**SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET**

Referred to Commission Committee (name) _____

For Commission Action on (date) _____

DESCRIPTION OF ITEM:

RESOLUTION AUTHORIZING THE SHELBY COUNTY DIVISION OF CORRECTIONS TO ACCEPT AND EXPEND A GRANT FROM WORKFORCE INVESTMENT NETWORK TO FUND ONE-HALF OF THE SALARY COSTS OF THE RECRUIT CLASSES OF CORRECTION OFFICERS AND COUNSELOR C's IN THE AMOUNT OF \$137,962.00 AND AMENDING THE FY08 OPERATING BUDGET OF THE DIVISION OF CORRECTIONS. THIS ITEM REQUIRES EXPENDITURE OF FEDERAL GRANT FUNDS IN THE AMOUNT OF \$137,962.00. SPONSORED BY COMMISSIONER SIDNEY CHISM.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

 X This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: \$ _____ ; County CIP Funds- \$ _____

State Grant Funds: \$ _____ ; State Gas Tax Funds: \$ _____

Federal Grant Funds: \$ 137,962.00

Other funds (Specify source and amount): _____

Other pass-thru funds (Specify source and amount): \$ _____

Originating Department: Division of Corrections

APPROVAL:

Dept. Head:	<u>John Trusty 377-4501</u> (Type your name & phone #.)	<u>JCT</u> (Initials)	<u>5/19/08</u> (Date)
Division Director:	<u>Andrew Taber 377-4502</u> (Type your name & phone #.)	<u>AT</u> (Initials)	<u>5-19-08</u> (Date)
Finance Dept.	<u>Mike Sogitt 545-4269</u> (Type your name & phone #.)	<u>MA8</u> (Initials)	<u>5/29/08</u> (Date)
County Attorney:	<u>John</u> (Type your name & phone #.)	<u>John</u> (Initials)	<u>5/20/08</u> (Date)
CAO/Mayor:	<u>James F. Huntzicker 545-4514</u> (Type your name & phone #.)	<u>JFH</u> (Initials)	<u>5/21/08</u> (Date)

SUMMARY SHEET

I. Description of Item

Resolution is authorizing Shelby County Division of Corrections to accept and expend \$137,962.00 in grant funds from Workforce Investment Network to fund one-half of the salary costs of two nine week Recruit Classes of up to 32 Correction Officers and 19 Counselor B's. The Division planned a recruit class to begin March 4, 2008 and another on April 2, 2008 and was able to secure this grant to fund one-half of the salaries of the staff in this class.

II. Source and Amount of Funding

- A. Amount Expended/Budget Line Item – new grant budget with federal dollars totaling \$137,962.00 in Fund 548 and Org 350512.
- B. All Costs (Direct/Indirect) – The county would be hiring a recruit class to fill vacant but budgeted positions, regardless of this grant. The grant will fund one-half of the salary costs of the Recruit Class of Correction Officers and Counselor B's. This grant reduces costs the Division would have otherwise incurred.
- C. Additional or Subsequent Obligations or Expenses of Shelby County – No obligation to continue this program.

III. Contract Items

- A. Type of Contract - Grant award is from Workforce Investment Network to fund one-half of the salary costs of the Recruit Class of Correction Officers and Counselor B's in the amount of \$137,962.00. Commitment is to retain these new employees, subject to satisfactory performance, for a minimum of one year. Contract is from federal funds and all normal federal grant requirements also apply.
- B. Terms - The contract with Workforce Investment Network covers two nine week training programs between March 4, 2008 and June 5, 2008.

IV. Additional Information Relevant to approval of this item

Administration recommends approval of this Resolution.

ITEM# _____

PREPARED BY John Trusty

COMMISSIONER _____

APPROVED BY 

RESOLUTION AUTHORIZING THE SHELBY COUNTY DIVISION OF CORRECTIONS TO ACCEPT AND EXPEND A GRANT FROM WORKFORCE INVESTMENT NETWORK TO FUND ONE-HALF OF THE SALARY COSTS OF THE RECRUIT CLASSES OF CORRECTION OFFICERS AND COUNSELOR C's IN THE AMOUNT OF \$137,962.00 AND AMENDING THE FY08 OPERATING BUDGET OF THE DIVISION OF CORRECTIONS. THIS ITEM REQUIRES EXPENDITURE OF FEDERAL GRANT FUNDS IN THE AMOUNT OF \$137,962.00. SPONSORED BY COMMISSIONER SIDNEY CHISM.

WHEREAS, Shelby County Government has been awarded a grant from the Workforce Investment Network to fund one-half of the salary costs of two Recruit Classes of Correction Officers and Counselor C's in the amount of \$137,962.00 for the period from March 4, 2008 through June 5, 2008; and

WHEREAS, The Division of Corrections had planned these classes to begin on March 4, 2008 and April 2, 2008 and would have hired these recruits funded by its own budget but was able to secure this grant to reduce it's expenditures; and

WHEREAS, The Division of Corrections requested grant funding equal to one-half of the salary costs of the number of positions expected to be vacant at the time of the beginning of the two classes; and

WHEREAS, It is necessary to amend the FY08 Operating Budget of the Shelby County Division of Corrections to accept and expend these funds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the Division of Corrections is hereby authorized to accept and expend awarded grant funds in the amount of \$137,962.00 and that the FY08 operating budget for the Division of Corrections is hereby amended in the amount of \$137,962.00 as per exhibit A, which is attached to this resolution and incorporated herein by reference, and that funds are hereby appropriated as per the said exhibit.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute any and all other documents necessary in order to effectuate the intent of the grant and this Resolution.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants in the amount not to exceed \$137,962.00 pursuant to the aforementioned grant contract and to take proper credit in their accounting therefore.

A C Wharton Jr., County Mayor

Date: _____

Attest:

Clerk of County Commission

ADOPTED _____

Shelby County Division of Corrections
Budget Amendment FY08

Exhibit A
WIN Training
Grant

Account No.	Description	Current Budget	Changes	Revised Budget
<u>Fund 548-Org.-350512 Selected Accounts</u>				
4401	Federal Grants	-	(137,962.00)	(137,962.00)
	Total Revenues	-	(137,962.00)	(137,962.00)
5111	Salary Reimbursement	-	137,962.00	137,962.00
	Total Expenditures & Transfers (Net)	-	137,962.00	137,962.00
	Net Budget	-	-	-
<u>Fund 956-Org.-350512 Selected Accounts</u>				
5111	Salary Reimbursement	-	(137,962.00)	(137,962.00)
5135	Lapse Time Restriction	(336,494.00)	137,962.00	(198,532.00)
	Total Expenditures & Transfers (Net)		-	
	Net Budget		-	
	Combined Corrections Net Budget		-	



DR. WILLIE W. HERENTON - Mayor
KEITH L. McGEE - Chief Administrative Officer

DIVISION OF FINANCE
ROLAND McELRATH - Director
Purchasing Agent
Jerome Smith

RECEIVED
MAY 12 2008
Division of Corrections

May 7, 2008

City Contract #24271

Shelby County Division of Corrections
1045 Mullins Station Road
Memphis, TN 38134

Gentlemen:

We are enclosing, herewith, an executed copy of a Negotiated Contract for: On the Job Training for Division of Corrections.

This copy is for your files.

Sincerely,

Jerome Smith
Purchasing Agent

cc: City Comptroller
Workforce Investment Network

CONTRACTOR SIGNATURE SHEET

WORKFORCE INVESTMENT ACT FUNDS

LOCAL WORKFORCE INVESTMENT AREA 13

This contract is entered into by and between the City of Memphis as administrative entity for the Consortium of Local Governments and Workforce Investment Network (**WIN**), LWIA 13, hereinafter called the "**CITY**" and Shelby County Government – Division of Corrections, hereinafter referred to as the "**CONTRACTOR**" for services to be provided in accordance with the Workforce Investment Act (WIA, Public Law 105 - 220, 1998).

1. PROGRAM DESCRIPTION

- 1) Title of the Project: Shelby County Division of Corrections - On-the-Job Training
- 2) Program Activity: On-the-Job Training
- 3) Program Duration: From March 4, 2008 To June 5, 2008
- 4) Total Funds Obligated for this Contract: \$137,962
- 5) Grant: Title I (Adult) X Title I (Youth) Title I (Dislocated Worker) X
Title I (Youth Opportunity) Other (Specify)

2. CONTRACT APPROVAL

Approved for the CONTRACTOR:

A C Wharton, Jr., County Mayor

Type Name and Title of Authorized Official

Signature

Date

Approved for the WORKFORCE INVESTMENT NETWORK:

Jim Russell - Interim Executive Director
Isaac Garrett, Executive Director

Type Name and Title of Authorized Official

Signature

Date

APPROVED AS TO FORM
AND LEGALITY

Contract Administrator/
Assistant County Attorney

Approved for the CITY OF MEMPHIS:

Dr. Willie W. Herenton, Mayor

Signature

Date

Approved as to Form:

City Attorney

Attest:

Deputy Comptroller

PART 1: ON-THE-JOB TRAINING TERMS AND CONDITIONS

SCOPE OF SERVICES:

1. The **Contractor** shall establish to participate in the On-the-Job Training Program in regard to providing hands-on employment training to WIN participants.
2. The **City** and **Contractor** shall conduct all activities under this Agreement in accordance with the Workforce Investment Act and all applicable rules, regulations, directives, instructions, and policies promulgated and issued pursuant thereto; all applicable Federal, State and Local laws, ordinances and regulations in effect or promulgated during the term of this Agreement, including those dealing with employment, discrimination, safety, health, the Fair Labor Standards Act, as amended and Drug Free Workplace Act; the WIN Financial Guide Book; and any future amendments made to any of the above.
3. The **Contractor** agrees to comply with all reporting requirements in the manner specified by the **City** and under all applicable laws, regulations, and instructions, and to account for all funds expended by the **Contractor** pursuant to this Agreement.
4. The **Contractor** agrees to deliver all services described in the Program Narrative/Statement of Work section of this Agreement and further agrees to teach the employee the skills listed in the attached training/job descriptions. The **Contractor** will provide all necessary instruction, materials, equipment and supplies to train the Participants. In the event **Contractor** fails to provide the agreed services, for whatever reason, **Contractor** shall reimburse **City** any program funds expended for such non-deliverable services.
5. The **City** agrees to reimburse the **Contractor** for allowable costs incurred by the **Contractor** and to make payments for the services in accordance with the WIN Financial Guide Book. All payments made under this Agreement shall be limited by the amounts and categories of expenses outlined in the budget attached hereto. In the event the total payments exceed the expenses incurred by the **Contractor** or the budget estimates, the **Contractor** shall refund the difference to the **City**.

AGREEMENT TERM:

6. This Agreement shall be effective for the period commencing on **March 4, 2008** and ending on **June 5, 2008**. The **City** shall have no obligation for services rendered by the **Contractor** which are not performed within the specified period.
7. Extension. If, for good cause, an extension of time is required, the contract may be extended by written amendment. Such extension must be requested at least thirty (30) days prior to the expiration date of the contract. Extension of time may not exceed one hundred and eighty (180) days from the original expiration date of the contract for any contract initially designed with a maximum duration of one year or less.

An extension of the term of this Agreement will be effected through an amendment to the Agreement. If the extension of the Agreement necessitates additional funding beyond that which was included in the original Agreement, the increase in the **City's** maximum liability will also be effected through an amendment to the Agreement.

8. Termination for Convenience. The **City** may terminate this Agreement without cause for any reason. Said termination shall not be deemed a Breach of Contract by the **City**. The **City** shall give the **Contractor** at least fifteen (15) days written notice before the effective termination date. The **Contractor** shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the **City** be liable to the **Contractor** for compensation for any service which has not been

rendered. The final decision as to the amount, for which the **City** is liable, shall be determined by the **City**. Should the **City** exercise this provision, the **Contractor** shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

9. Termination for Cause. If the **Contractor** fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the **Contractor** violates any terms of this Agreement, the **City** shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the **Contractor** shall not be relieved of liability to the **City** for damages sustained by virtue of any breach of this Agreement by the **Contractor**.
10. Funds Availability. This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event the funds are not appropriated or are otherwise unavailable, this **City** shall immediately terminate this Agreement upon written notice to the **Contractor**. Upon written notice, the **Contractor** shall cease all work associated with the Agreement. Such termination by the **City** shall not be deemed a Breach of Contract by **City**, and the **Contractor** shall have no right to recover from the **City** any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

PAYMENT TERMS AND CONDITIONS:

11. Maximum Liability. In no event shall the maximum liability of the **City** under this Agreement exceed one hundred thirty-seven thousand nine hundred and sixty-two dollars (\$137,962.00). The budget attached and incorporated herein as a part of this Agreement shall constitute the maximum amount due the **Contractor** for the service and all of the **Contractor's** obligations hereunder. The Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the **Contractor**.
12. Escalation. The maximum liability of the **City** is not subject to escalation for any reason unless amended. The budget amounts are firm for the duration of the Agreement and are not subject to escalation for any reason unless amended.
13. Participant Compensation. The **Contractor** shall treat WIN participant(s) similar to the Contractor's other employee(s) with regard to wages, fringe benefits and other conditions of employment. The **Contractor** shall compensate OJT participants at the same rates, including periodic increases, as similarly situated employees, but in no event less than the minimum wage specified under the Fair Labor Standards Act.
 - (a) On-the-job training time shall not exceed forty (40) hours per week, eight (8) hours per day. OJT payments to **Contractor** may not be based on overtime and other non-regular wages paid by the **Contractor** to participants.
 - (b) The **City** shall not reimburse Contractor for Holiday and/or overtime pay.
14. Reimbursed Costs. The **Contractor** shall be reimbursed for actual, reasonable, and necessary costs based upon the Agreement Budget, not to exceed the maximum liability established in Section 9. The **Contractor** shall submit invoices on a monthly basis, in form and substance acceptable to the **City**, with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more than fifteen (15) days after the end of the reporting month.

City shall reimburse the **Contractor** for its training expenses which are computed at a rate equal to no more than fifty percent (50%) of the employees' straight time hourly wage for hours actually worked.

The **Contractor** shall maintain and submit time and attendance, payroll and other records to support the amount to be reimbursed. Payment will be made only upon acceptance of such properly completed supporting documentation submitted to the **City**.

15. Budget. Expenditures, reimbursements, and payments under this Agreement shall adhere to the Agreement

budget. The **Contractor** may request revisions of budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase the total budget amount. Budget line-item revisions may not be made without prior, written approval of the **City** in which the terms of the approved revisions are explicitly set forth. Any increase in the total budget amount shall require an Agreement amendment

If total disbursements by the **City** pursuant to this Agreement exceed the amounts permitted by this Agreement, the **Contractor** shall refund the difference to the **City**.

16. Indirect Costs. Should the **Contractor** request reimbursement for indirect cost, the **Contractor** must submit to the **City** a copy of the indirect cost rate approved by the cognizant federal agency and the State. The **Contractor** will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached budget. Once the **Contractor** makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Agreement period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this Agreement, once the rate becomes final, the **Contractor** agrees to remit any overpayment of funds to the **City**, and subject to availability of funds the **City** agrees to remit any underpayment to the **Contractor**.
17. Cost Allocation. If any part of the costs to be reimbursed under this Agreement are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Agreement period.
18. Payment as Acceptance. The payment of the invoice by the **City** shall not prejudice the **City's** right to object to or question any invoice or matter in relation thereto. Such payment by the **City** shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
19. Unallowable Costs. The **Contractor's** invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the **City**, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, not to constitute allowable costs.
20. Payment Deductions. The **City** reserves the right to deduct from amounts which are or shall become due and payable to the **Contractor** under this or any Agreement between the **Contractor** and the **City** any amounts which are or shall become due and payable to the City of Memphis by the **Contractor**.
21. Closeout Report. The **Contractor** shall provide the **City** with a final expenditure accounting (Closeout Report) within thirty (30) calendar days of the contract termination/completion. The **City** shall make the final payment to the **Contractor**, provided all necessary documentation is provided to the **City**. **Contractor** shall close out its accounting records at the end of the Agreement period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
22. Inaccurate Invoices. The **Contractor** shall ensure that every officer, director, agent or employee authorized to act on its behalf in receiving or depositing funds into program accounts or in issuing financial documents, invoices for payment, checks or other instruments of payment for program costs submit accurate and properly supported invoices for payment. In the event that **City** make payment to **Contractor** based on inaccurate or improperly supported invoices, **Contractor** shall reimburse **City** for any such amounts determined to be expended in violation of this Agreement.

STANDARD TERMS AND CONDITIONS:

23. Required Approval. The **City** is not bound by the Agreement until it is approved by the appropriate **City** officials in accordance with applicable **City** ordinances, laws and regulations.
24. Modification. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate **City** officials in accordance with applicable **City** ordinances, laws and

regulations.

25. Jurisdiction. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Tennessee without reference to rights and conflict of laws principles. **Contractor** acknowledges and agrees that all actions, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Tennessee located in Shelby County, Tennessee. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Tennessee, located in Shelby County, Tennessee.
26. Nondiscrimination. The **Contractor** agrees to abide by and to take affirmative action when necessary to assure that no individual shall be excluded from participation in, be denied consideration for employment, be denied the benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of **Contractor** on the grounds of race, color, religion, sex, national origin, age, handicap or disability, or any other classification protected by Federal, Tennessee State constitutional, or statutory law, and shall comply fully with the nondiscrimination and equal opportunity provision of the WIA of 1998; including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of Education Amendments of 1972, as amended; Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37.

The employer agrees to, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

In the event of noncompliance with **City** nondiscrimination clauses or with all provisions of Executive Orders 11141 (age), 11246, 11375 (women), 12086 (Vietnam veterans), 110478 (federal employees), 11625 (minority business), 11701 (veterans), Title 41, Chapter 60 (handicapped) and specifically the handicapped affirmative action clause in Section 60 – 741.6.9 of the OFCCP Rules, and any and all federal laws prohibiting discrimination, this Agreement may be cancelled, terminated or suspended in whole or in part by the City of Memphis and the **Contractor** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

27. OJT Pattern. By entering into this Agreement, the **Contractor** certifies that it has not had two (2) or more OJT contracts in which it exhibited a pattern of failing to provide OJT participants with continued long-term employment as regular employees with wages and working conditions at the same level and to the same extent as similarly situated employees.
28. Debarment/ Suspension: By entering into this Agreement, the **Contractor** certifies that neither it nor its principals:
- a. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 - b. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and